

**Mississippi Electronic Courts**  
**Fifteenth Circuit Court District (Lamar Circuit Court)**  
**CIVIL DOCKET FOR CASE #: 37CI1:18-cv-00112-AM**

CLAIRMONT SKID STEER SERVICES, LLC v.  
 PROGRESSIVE GULF INS. CO.  
 Assigned to: Anthony Mozingo

Date Filed: 11/27/2018  
 Current Days Pending: 22  
 Total Case Age: 22  
 Jury Demand: None  
 Nature of Suit: 176 Bad Faith

**Plaintiff**

**CLAIRMONT SKID STEER  
 SERVICES, LLC**

represented by **Scotty Chabert**  
 Scotty E. Chabert  
 PO Box 250  
 PURVIS, MS 39475  
 601-794-6100  
 Fax: 601-794-6107  
 Email: chabert.law@gmail.com  
*ATTORNEY TO BE NOTICED*

V.

**Defendant**

**PROGRESSIVE GULF INS. CO.**

Date Filed	#	Docket Text
11/27/2018	<u>1</u>	Civil Cover Sheet. (Morrow, Beth) (Entered: 11/27/2018)
11/27/2018	<u>2</u>	COMPLAINT against PROGRESSIVE GULF INS. CO., filed by CLAIRMONT SKID STEER SERVICES, LLC. (Morrow, Beth) (Entered: 11/27/2018)
11/27/2018	<u>3</u>	SUMMONS Issued to PROGRESSIVE GULF INS. CO.. (Morrow, Beth) (Entered: 11/27/2018)

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EXHIBIT  
**"A"**

ALL-STATE LEGAL

IN THE CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI

CLAIRMONT SKID STEER  
SERVICES, LLC

LAMAR  
COUNTY

NOV 27 2018

CIRCUIT  
CLERK

PLAINTIFF

VS.

CAUSE NO.

37180V112

PROGRESSIVE GULF INS. CO.

DEFENDANT

COMPLAINT

COMES NOW, the Plaintiff, Clairmont Skid Steer Services, LLC, by and through undersigned counsel, and files this Complaint against the Defendant, Progressive Gulf Insurance Company, and in support thereof would show unto the Court the following:

PARTIES

1. Plaintiff, Clairmont Skid Steer Services, LLC, is a limited liability company organized and operating under the laws of the State of Mississippi, whose address is P.O. Box 1194, Purvis, MS 39475.

2. Defendant, Progressive Gulf Insurance Company, is a foreign corporation doing business in Mississippi, organized and existing pursuant to the laws of the State of Ohio, who may be served through their registered agent, CT Corporation System, at 645 Lakeland East Drive, Suite 101, Flowood, MS 39232.

JURISDICTION

3. This Court has subject matter and personal jurisdiction over this matter because it stems from an insurance contract entered into between the parties in Lamar County, Mississippi.

FACTUAL ALLEGATIONS

4. On or about June 20, 2017, Plaintiff entered into a contract for insurance, policy number 06234338-0 with the Defendant covering Plaintiff's 2006 Freightliner dump truck.

5. Said dump truck was used in the Plaintiff's commercial business.

6. On May 26, 2018, Plaintiff's dump truck was in an accident and Plaintiff immediately filed an insurance claim with the Defendant.

7. The frame of the truck was bent in the accident.

8. The truck was not removed from the accident site to the repair facility for approximately six (6) days.

9. The Defendant's adjuster, H. Dwayne Stringer, ordered that the truck be taken to Empire Truck Sales in Jackson, Mississippi to have the frame straightened because Empire was the closest facility in the Defendant's network that had the capability to straighten the frame.

10. The Defendant's adjuster did not go to the repair facility for another six (6) days.

11. The truck was not looked at for approximately two (2) weeks based upon the recommendation of the Defendant's adjuster because the frame of the truck had to be straightened.

12. Plaintiff's dump truck was taken to Empire Truck Sales in Jackson, Mississippi for repairs. Plaintiff was told by Defendant's adjuster, H. Dwayne Stringer, that the repairs would take three to four weeks and should be completed by June 25, 2018.

13. As per the statements of the Empire Truck Sales employees, Defendant's adjuster was only at that repair facility to inspect vehicles once per week.

14. After the adjuster's inspection of the dump truck, Mr. Stringer informed the Plaintiff that it did not sustain enough damage to total the vehicle and that the Defendant would authorize repairs in the amount of approximately \$20,000.00. Additionally, the cost of repairs exceeded the \$20,000.00 as the repairs were being made.

15. That the appraised value used by the Defendant to determine whether or not the truck was totaled was based on an erroneous figure.

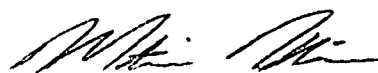
16. That the true value of the truck was much less than the Defendant appraised and

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much less than the insured value.

17. Several weeks passed and no repairs were made to the Plaintiff's dump truck.

18. Later in the process, the Defendant's adjuster said that the hydraulic cylinder was being sent off to the be repaired.

19. Defendant did not inform the Plaintiff that the dump truck's hydraulic cylinder hoist needed to be replaced and in fact replaced it without Plaintiff's knowledge or authorization.

20. After the new cylinder was installed on the dump truck, the Defendant informed the Plaintiff that the Plaintiff would be responsible for 75% of the total cost of the new cylinder and the cost of its installation.

21. That the truck's frame was never straightened.

22. The truck's repair amounts exceeded the value of the truck and the truck should have been totaled.

23. That when the truck was finally ready to be picked up, the Defendant would not allow the Plaintiff to pick up the truck until the entire bill was paid and a release was signed by the Plaintiff releasing Empire Truck Sales and the Defendant Progressive.

24. To date the Plaintiff's dump truck is still at Empire Truck Sales in Jackson, Mississippi and Plaintiff has not been able to use the truck since the accident date and the frame has still not been repaired.

25. Due to the negligence and lack of care on behalf of the Defendant, the Plaintiff has suffered lost wages for the entire amount of time the dump truck has been in the shop as he was unable to use the dump truck to earn a living.

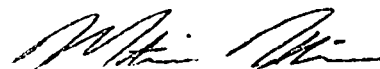
26. Defendant misrepresented unto the Plaintiff the amount of time the repairs to the dump truck would take and the cost of repairs.

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27. None of the delays were due to the Plaintiff's fault.

28. Defendant authorized repairs to the dump truck and had no authority from the Plaintiff to do so.

29. The Defendant's adjuster did not keep the Plaintiff apprised of the repair work.

30. The Defendant's adjuster acted in bad faith in:

- a. authorizing repairs when he had no authority to do so;
- b. delaying the repair;
- c. failing to repair the frame;
- d. failing to claim the dump truck a total loss; and
- e. other acts of negligence to be proven at the trial of this matter.

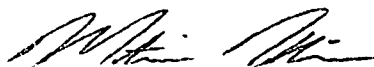
WHEREFORE, PREMISES CONSIDERED, the Plaintiff sues the Defendant for its negligence and misrepresentations and prays for the following relief:

- A. Judgment for Plaintiff against the Defendant;
- B. Attorney's fees, expert witness fees, and costs of court;
- C. Compensatory and punitive damages;
- D. Devaluation of the vehicle due to the failure to straighten the frame;
- E. Loss of use of the vehicle;
- F. Bad faith; and
- G. Such other and further relief deemed just and proper by this Court under the circumstances.

RESPECTFULLY SUBMITTED, this the 27<sup>th</sup> day of November, 2018.

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LAMAR COUNTY NOV 27 2018 CIRCUIT CLERK



CLAIRMONT SKID STEER  
SERVICES, LLC, Plaintiff

By:



SCOTTY E. CHABERT

MSB# 103853

P.O. Box 250

Purvis, MS 39475

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Attorney for Plaintiff

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LAMAR COUNTY NOV 27 2018 CIRCUIT CLERK



IN THE CIRCUIT COURT OF LAMAR COUNTY, MISSISSIPPI

CLAIRMONT SKID STEER  
SERVICES, LLC

PLAINTIFF

VS.

CAUSE NO. 37:18CV112

PROGRESSIVE GULF INS. CO.

DEFENDANT

SUMMONS

STATE OF MISSISSIPPI

TO: PROGRESSIVE GULF INSURANCE COMPANY

Through its registered agent:  
CT Corporation System  
645 Lakeland East Drive, Suite 101  
Flowood, MS 39232  
Or wherever it may be found

NOTICE TO DEFENDANT(S)

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to SCOTTY CHABERT, ESQ. the attorney for the Plaintiff(s), whose address is P.O. Box 250, Purvis, MS 39475. Your response must be mailed or delivered within (30) days from the date of delivery of the Summons and Complaint or a judgment by default will be entered against you for the money or other things demanded in the Complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this 27<sup>th</sup> day of November, 2018.

Martin Hankins  
Circuit Clerk of Lamar County, Mississippi

By: Beth Martin, D.C.

ISSUED AT THE REQUEST OF:  
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